INVITATION TO BID	ALE OF	BIDS WILL BE PUBLICLY OPENED:
STATE OF LOUISIANA		JUN 08, 2010 10:00 AM
DIVISION OF ADMINISTRATION		
OFFICE OF STATE PURCHASING	AMINITED SO	PURCHASING AGENCY NO.: 107001
====> VENDOR NO. : SOLICITATION : 2239943 FILE NO. : R12076N OPENING DATE : 06/08/10 ====> VENDOR NAME AND ADDRESS ====> FILL IN VENDOR NUMBER (FEIN), NAM ADDRESS ABOVE, BEFORE SUBMITTII		AGENOT HEATHOR
MEDICAL WASTE PICK UP & DISPOSAL		
NORTHWEST LA WAR VETERANS HOME		
TO BE COMPI 1. PLEASE REMOVE FROM THIS COMMODITY CODE. 2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIF 3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRT' LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHE 5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUI	PT OF ORDER Y (30) DAYS. VILL NOT BE C CTS, CASH DIS	ER. CASH DISCOUNTS FOR CONSIDERED IN DISCOUNTS WILL BE ACCEPTED AND TAKEN OTHER, IF REQUIRED.
INSTRUCTION	IC TO DIDDE	- De
1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC 2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OF CO.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED: 6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. 7. DESIRED DELIVERY: 9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STA PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE W SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOU BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INI	OR AS OTHER WITHIN 30 DA OR OF OR OTHER OF OR OTHER OF OR OTHER OF LOUIS OF TERMS AND OTHER OF COLLUSION OF THE OF COLLUSION OF THE OF COLLUSION OF THE OTHER OF THE OTHER OF THE OTHER O	FOLD HERE ERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" DAYS AFTER RECEIPT OF PROPERLY EXECUTED OROF BID. JURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH LOPE IF FURNISHED FOR THAT PURPOSE. SIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; D CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED STRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND ION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK
VENDOR PHONE NUMBER: TIT		DATE
FAX NUMBER:		
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

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11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA NΔ

NA

13. BID FORMS.

ALL WRITTEN BIDS. UNLESS OTHERWISE PROVIDED FOR MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

LINESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SQLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

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21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

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1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER SHOULD BE AWARE OF SECURITY REQUIREMENTS FOR THE CLAIBORNE BUILDING AND ALLOW TIME TO BE PHOTOGRAPHED AND PRESENTED WITH A TEMPORARY IDENTIFICATION BADGE.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC AT THE FOLLOWING WEB SITE: HTTP://WWWPRD.DOA.LOUISIANA.GOV/OSP/LAPAC/PUBMAIN.ASP ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.

SPECIA	L TERM	IS & COND	OITIONS	INVITATION TO BID	
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	DOC	UMENT TO		RCHASE/RELEASE ORDER IS THE ONLY BINDING GAINST THIS CONTRACT. SIGNING OF VENDOR'S	
				S WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IED DELIVERY.	
	AGE DEL AND ACC TO THE	NCY AND IVERY DA DELIVER EPTED SH THE ACCO AMOUNT	THE INVOICE & TE, PURCHASE, Y POINT. A & ALL BE SUBMIT UNTING DEPART	L BE SUBMITTED BY THE CONTRACTOR TO THE USING SHALL REFER TO THE DELIVERY TICKET NUMBER, /RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, SEPARATE INVOICE FOR EACH ORDER DELIVERED AND TTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TMENT OF THE USING AGENCY. INVOICES SHALL SHOW DISCOUNT AND SHALL BE SUBMITTED ON THE E FORM.	
	IN COM IN THE PAY EFF	THIS CON PENSATIO NO CASE CONTRAC MENT IN ECT SHIP	TRACT; SUCH IN FOR FURNISH WILL THE STATE TOR ALTHOUGH NO WAY RELIEVENT OF THE IN	BE MADE ON THE BASIS OF UNIT PRICE AS LISTED PRICE AND PAYMENT WILL CONSTITUTE FULL HING AND DELIVERING THE CONTRACT COMMODITIES. TE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO ALL ITEMS HAVE NOT BEEN DELIVERED. THIS VES THE CONTRACTOR OF HIS RESPONSIBILITY TO BALANCE OF THE ORDER. PAYMENT WILL BE TO HOWN ON ORDER.	
	A P GRO DO	REFERENC. WN, OR A YOU CLAI	E MAY BE ALL(SSEMBLED IN 1	NCE WITH LOUISIANA REVISED STATUTES 39:1595, OWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY. RENCE? YES	
			ATION WITHIN ROWN OR ASSEI	LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, MBLED:	
	(NO	TE: IF	MORE SPACE IS	S REQUIRED, INCLUDE ON SEPARATE SHEET.)	
	DO	YOU HAVE	A LOUISIANA	BUSINESS WORKFORCE? YES NO	
				HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?	
	YES		NO		

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

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8
ACCEPTANCE. UNLESS OTHERWISE SPECIFIED, BIDS ON THIS CONTRACT WILL
BE ASSUMED TO BE FIRM FOR ACCEPTANCE FOR A MINIMUM OF 60 DAYS. IF
ACCEPTED, PRICES MUST BE FIRM FOR THE SPECIFIED CONTRACT PERIOD.

- 9 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDING, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.
- 10 CANCELLATION
 THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 11 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$25,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV

12 LACARTE PROCUREMENT CARD - PROSPECTIVE VENDORS SHOULD BE AWARE THAT THE STATE HAS IMPLEMENTED A PURCHASING CARD PROGRAM, "LACARTE", WHICH USES A VISA CARD PLATFORM. VENDORS WILL BE ABLE TO RECEIVE PAYMENT FROM STATE AGENCIES USING THE CARD IN THE SAME MANNER AS OTHER VISA CARD PURCHASES.

UNDER THE "LACARTE" PROGRAM PURCHASE ORDERS ARE NOT NECESSARY. ORDERS MUST BE PLACED AGAINST THE NET DISCOUNTED PRODUCTS OF THE CONTRACT. ALL CONTRACT TERMS AND CONDITIONS APPLY TO PURCHASES MADE WITH "LACARTE"; HOWEVER, A VENDOR SHALL NOT PROCESS A TRANSACTION FOR PAYMENT THROUGH THE CREDIT CARD CLEARINGHOUSE UNTIL THE PURCHASED PRODUCTS HAVE BEEN SHIPPED OR THE SERVICES PERFORMED.

IF A PURCHASE ORDER IS NOT USED, THE VENDOR MUST KEEP ON FILE A RECORD OF ALL "LACARTE" PURCHASES ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. THE FILE MUST CONTAIN THE PARTICULAR ITEM NUMBER, QUANTITY, LINE TOTAL AND ORDER TOTAL. RECORDS OF THESE PURCHASES MUST BE PROVIDED TO THE OFFICE OF STATE PURCHASING ON REQUEST.

"LACARTE" ACCEPTANCE IS NOT A MANDATORY REQUIREMENT OF THIS CONTRACT NOR WILL IT BE THE EXCLUSIVE METHOD OF PAYMENT BY AGENCIES.

DO YOU AGREE TO ACCEPT "LACARTE" AS A PAYMENT OPTION, SHOULD YOU BE AWARDED THIS CONTRACT?

YES	NO

13 LA ECAT - LOUISIANA'S ECAT PROVIDES AN INTERNET-BASED SHOPPING TOOL FOR PLACEMENT OF CONTRACT ORDERS. USERS OF THE CONTRACTS ARE ABLE TO SHOP VIA THE INTERNET, CREATE SHOPPING BASKETS, AND PLACE ORDERS ON-LINE. ORDERS ARE SENT ELECTRONICALLY TO THE VENDOR, WITH EMAIL NOTI-

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FICATION THAT THE ORDER HAS BEEN ISSUED AND IS WAITING FOR THEM TO RETRIEVE IT. AFTER RECEIVING THIS NOTIFICATION, THE CONTRACT VENDOR HAS THE ABILITY TO LOG INTO LA ECAT AND RETRIEVE HIS PURCHASE ORDERS, THEREBY AVOIDING DELAYS ASSOCIATED WITH NORMAL MAIL. MORE INFORMATION IS AVAILABLE AT THE FOLLOWING WEBSITE:

HTTP://DOA.LOUISIANA.GOV/OSP/ECAT/ECAT.HTM.

IF YOU ARE CURRENTLY ENROLLED IN LA ECAT AND ARE AWARDED THIS CONTRACT, ANY ORDERS PLACED THROUGH LA ECAT WILL BE SENT TO YOU ELECTRONICALLY.

IF YOU ARE NOT CURRENTLY ENROLLED IN LA ECAT, BUT WOULD LIKE TO ENROLL IN THE EVENT YOU ARE AWARDED THIS CONTRACT, SIMPLY PROVIDE THE INFORMATION BELOW.

YES,	, SIGN	ME	UP	FOR	FREE	PARTICIPATION	IN	LA	ECAT.
COMPANY NAME: _									
EMAIL ADDRESS:									
CONTACT PERSON:	:								
CONTACT PHONE:									

14 FEDERAL CLAUSES

CIVIL RIGHTS
BOTH PARTIES SHALL ABIDE BY THE REQUIREMENTS OF TITLE VII OF THE CIVIL
RIGHTS ACT OF 1964, AND SHALL NOT DISCRIMINATE AGAINST EMPLOYEES
OR APPLICANTS DUE TO COLOR, RACE, RELIGION, SEX, HANDICAP OR
NATIONAL ORIGIN. FURTHERMORE, BOTH PARTIES SHALL TAKE AFFIRMATIVE
ACTION PURSUANT TO EXECUTIVE ORDER #11246 AND THE
NATIONAL VOCATIONAL REHABILITATION ACT OF 1973 TO PROVIDE FOR
POSITIVE POSTURE IN EMPLOYING AND UPGRADING PERSONS WITHOUT
REGARD TO RACE, COLOR, RELIGION, SEX, HANDICAP OR NATIONAL
ORIGIN, AND SHALL TAKE AFFIRMATIVE ACTION AS PROVIDED IN THE
VIETNAM ERA VETERAN'S READJUSTMENT ACT OF 1974. BOTH PARTIES
SHALL ALSO ABIDE BY THE REQUIREMENTS OF TITLE VI OF THE CIVIL
RIGHTS ACT OF 1964 AND THE VOCATIONAL REHABILITATION ACT
OF 1973 TO ENSURE THAT ALL SERVICES ARE DELIVERED WITHOUT
DISCRIMINATION DUE TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN,
OR HANDICAP.

ANTI-KICKBACK CLAUSE
THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED
BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES
THAT EACH CONTRACTOR OR SUBGRANTEE SHALL BE PROHIBITED FROM
INDUCING, BY ANY MEANS, ANY PERSON EMPLOYED IN THE
COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION
TO WHICH HE IS OTHERWISE ENTITLED.

CLEAN AIR ACT
THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH
REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS,
ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN

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AIR ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT
THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS
AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED
IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE
WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163).

CLEAN WATER ACT

THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT
THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUTES
REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

15 NON-EXCLUSIVITY CLAUSE:

THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.

16 SCOPE OF CONTRACT

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

BIDDER SIGNATURE

17 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE

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FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUTE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

18 POLLUTION LIABILITY INSURANCE (GRADUAL RELEASE AS WELL AS SUDDEN AND ACCIDENTAL):

COVERAGE LIMITS OF NOT LESS THAN \$1,000,000. A POLICY PERIOD INCEPTION DATE OF NOT LATER THAN THE FIRST DAY OF THE ANTICIPATED WORK UNDER THE SUBJECT CONTRACT AND AN EXPIRATION DATE OF NO EARLIER THAN 30 DAYS AFTER THE ANTICIPATED COMPLETION OF ALL WORK UNDER THE CONTRACT SHALL BE PROVIDED BY THE POLICY. FURTHERMORE, THE POLICY SHALL PROVIDE FOR AN "EXTENDED REPORTING PERIOD" OF NOT LESS THAN 24 MONTHS, W/FULL REINSTATEMENT OF LIMITS, FROM THE EXPIRATION DATE OF THE POLICY AND SHALL NOT BE CANCELLED FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUMS. THE STATE OF LOUISIANA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE POLICY AND THIS SHALL BE SO EVIDENT ON THE CERTIFICATE OF INSURANCE.

- 19 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.
- 20 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 21 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2239943 OPEN DATE: 06/08/10 T-NUMBER : 10:00 AM	BIDDER:	PAGE 10

CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

- 22 "THE VENDOR UNDERSTANDS AND AGREES THAT THE SPECIFIED USAGE IS A NON-BINDING ESTIMATE AND THAT THE STATE RESERVES THE RIGHT TO PROCURE IN WHOLE OR IN PART THE SPECIFIED PRODUCTS FROM A GROUP PURCHASING ORGANIZATION UPON THE STATE'S DETERMINATION THAT SUCH ALTERNATIVE PROCUREMENT IS IN THE STATE'S BEST INTEREST."
- 23 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING JULY 1, 2010 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING JUNE 30, 2011.
- 24 **********************

NOTE
ANY OUESTIONS CONCERNING SPECIFICATIONS, PLEASE CONTACT IMMEDIATELY.

BUYER INFORMATION: JANA BRAUD

PHONE (225) 342-8036 FAX (225) 342-8688 EMAIL JANA.BRAUD@LA.GOV

	SHEET	INVITATION TO BID					
	: 2239943 : 06/08/10 TIME: 10:00 AM :	BIDDER:			PAG 1		
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL		
	UNLESS SPECIFIED ELSEWHERE SHIP TO: NORTHWEST LA. WAR VETERANS' HOME DEPT OF VETERANS AFFAIRS 3130 ARTHUR RAY TEAGUE PARKWAY BOSSIER CITY, LA 71112						
00001	COMMODITY CODE: 948-93-00000 MEDICAL WASTE DISPOSAL SERVICE FOR NORTHWEST LA WAR VETERANS HOME PER SPECIFICATIONS BELOW. TO BEGIN JULY 1,2010 THRU JUNE 30,2011 LOCATION: NORTHWEST LA WAR VETERANS HOME: 3130 ARTHUR RAY TEAGUE PARKWAY BOSSIER CITY, LA 71112. VENDOR MUST BE PERMITTED AS AN INFECT- IOUS WASTE TRANSPORTER BY THE LA DEPT. OF HEALTH AND HOSPITALS AND MUST FURNISH PERMIT NUMBER IN THE FOLLOWING SPACE PROVIDED: PERMIT NO. DHH-TRN-LA035 ALL INFECTIOUS WASTE SHALL BE TRANS- PORTED TO AN APPROVED DESTRUCTION FACILITY. IF FACILITY IS IN LOUISIANA, IT MUST BE AN INFECTIOUS WASTE STORAGE/ TREATMENT FACILITY PERMITTED BY THE DEPT. OF HEALTH AND HOSPITALS. VENDOR PERMIT NO FOR INFECTIOUS WASTE STORAGE/TREATMENT. ALL CONTAINERS SHALL BE PROPERLY IDENTI- FIED AS MEDICAL WASTE. ALL CONTRACTOR'S PERSONNEL SHALL ALSO BE PROPERLY IDENTI- FIED AS MEDICAL WASTE. ALL CONTRACTOR'S PERSONNEL SHALL ALSO BE PROPERLY IDENTI- FIED AS SUCH. CONTRACTOR SHALL PREPARE ALL DOCUMENTA- TION INCLUDING MANIFESTS, BILLS OF LADING, AND CONTINUATION SHEETS, AND WILL BE RESPONSIBLE FOR ANY LABELING OF BOXES, ETC. CONTRACTOR SHALL PROVIDE CERTIFICATES OF DESTRUCTION (MANIFEST) TO NORTHWEST LA WAR VETERANS HOME. ADDRESS AND "ATTENTION OF" TO BE FURNISHED, THUS PROVIDING PROOF OF DESTRUCTION. WHEN THE	100	EACH				

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	: 2239943 : 06/08/10 TIME: 10:00 AM :	BIDDER:				PAGE 12
NE IO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	O TOTAL
	WASTE IS RECEIVED AND DESTROYED, THE MANIFEST IS TO BE SIGNED BY THE OPERATOR AT THE DESTRUCTION FACILITY, AND A COPY IS TO BE SENT IMMEDIATELY TO THE AGENCY.					
	VENDOR MUST PROVIDE:					
	(A) PERSONNEL IN PROPER PROTECTIVE CLOTHING FOR THE REMOVAL OF ALL WASTE;					
	(B) PERSONNEL TO ASSURE PROPER MANIFESTING AND DOCUMENTATION PRIOR TO SHIPMENT OF WASTE;					
	(C) COMPLETE DESTRUCTION OF WASTE AT AN APPROVED DISPOSAL FACILITY;					
	(D) PACKAGING MATERIAL TO INCLUDE 18"X18"X24"(APPROX SIZE) 200 LB TEST, CORRUGATED BOXES WITH PLASTIC LINERS OF SUFFICIENT STRENGTH AND THICKNESS TO PRECLUDE RUPTURING OR LEAKAGE UNDER NORMAL HANDLING CONDITIONS;					
	(E) UNIT OF EACH = APPROX. NUMBER OF WASTE PICK-UPS FOR THE CONTRACT PERIOD. PICK-UPS WILL CALLED AS NEEDED BY AGENCY. VENDOR TO PROVIDE 4 EACH 30 GAL CONTAINERS FOR THIS CONTRACT.					
	(F) TRANSPORTATION INCLUDING BOX PRICE. NO ADDITIONAL FEE FOR PICK-UP, NO ADDITIONAL CHARGE FOR BOXES AND LINERS.					
	VENDOR IS TO COMPLY WITH ALL STATE AND FEDERAL REGULATIONS REGARDING MEDICAL WASTE DISPOSAL AND REMOVAL.					
	NOTE:UNIT OF EACH = APPROX. NUMBER OF PICK-UPS FOR THE CONTRACT PERIOD.					
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					